

1
2
3
4
5
6 UNITED STATES DISTRICT COURT
7 FOR THE CENTRAL DISTRICT OF CALIFORNIA
8 EASTERN DIVISION
9
10

11 LAUREN BYRNE, on behalf of herself
and all others similarly situated,

12 Plaintiff,
13

14 vs.

15 SANTA BARBARA HOSPITALITY
SERVICES, INC., THE SPEARMINT
RHINO COMPANIES WORLDWIDE,
16 INC., SPEARMINT RHINO
CONSULTING WORLDWIDE, INC.,
17 and SANTA BARBARA HOSPITALITY
SERVICES, LLC,

18 Defendants.
19
20
21
22
23
24
25
26
27
28

Case No. 5:17-cv-00527 JGB (KKx)

**ORDER APPROVING FOURTH
ADDENDUM TO *BYRNE*
SETTLEMENT**

Date Action Filed: 3/21/17
Trial Date: None

1 Before the Court is the Parties' Fourth Addendum to Stipulation and
2 Settlement Agreement Dated as of November 17, 2021. After considering the Fourth
3 Addendum, the Court finds ***Good Cause*** that the Fourth Addendum to Stipulation
4 and Settlement Agreement Dated as of November 17, 2021, is appropriate under the
5 circumstances.

6 THEREFORE, consistent with the Fourth Addendum to Stipulation and
7 Settlement Agreement Dated as of November 17, 2021, the Court Orders as follows:

8 1. Except as otherwise set forth herein, the Agreement previously
9 approved and Final Judgment entered by the Court on December 13, 2018 (Dkt. No.
10 179), initial Addendum and Order thereon (ECF Nos. 186 & 191), the Second
11 Addendum, as well as the Third Addendum, shall remain in full force and effect.
12 Other than the items set forth herein, any contradictions between this Fourth
13 Addendum and the Agreement shall be governed by the foregoing (Dkt. Nos. 64, 64-
14 1, 64-2 and 194);

15 a) All terms capitalized herein shall have the same meaning as set forth in
16 the Agreement;

17 b) Except as otherwise set forth herein, the Agreement previously
18 approved and Final Judgment entered by the Court on December 13,
19 2018 (Dkt. No. 179), as well as the Second Addendum (Dkt. 194 and
20 Third Addendum (Dkt. 197) shall remain in full force and effect. Other
21 than the items set forth herein, any contradictions between this Fourth
22 Addendum and the Agreement shall be governed by the foregoing (Dkt.
23 Nos. 64, 64-1, 64-2, 195 and 197);

24 c) All terms capitalized herein shall have the same meaning as set forth in
25 the Agreement;

26 d) No later than December 1, 2021, Defendants shall pay to the claims
27 administrator (KCC) the sum of \$300,000 which shall be credited to the
28


balance of \$2,269,329.70. KCC shall hold the \$300,000 in trust until Court approval of the Fourth Addendum;

- e) Provided there has been approval of the Fourth Addendum by the Court, the remaining \$1,969,329.70 shall be paid by Defendants to the claims administrator (KCC) in no more than twenty four (24) equal installments of \$82,055 each commencing January 5, 2022 and no later than the fifth (5th) of the following twenty three (23) months until paid in full. In the event approval of the Fourth Addendum by the Court has not occurred by January 5, 2022 any payments due shall be retroactive upon approval and paid to KCC within ten (10) days of approval by the Court;
- f) Counsel for Plaintiffs are to direct payment of all sums the subject of this Fourth Addendum, provided any additional claims administration fees over and above those already estimated by KCC are not incurred. KCC shall notify Class Counsel and Defense Counsel prior to incurring any additional claims administration fees over and above those already estimated by KCC, and shall not incur those fees without written authority from both Class and Defense Counsel;
- g) Only in the event of a further government shut down of any of the clubs funding this settlement, the Parties agree to meet and confer as to further payments and to submit any disputes to D. Charles Stohler as a mediator whose expense shall be borne exclusively by Defendants before either party may proceed with further action;
- h) In the event of a further government shut down of any of the clubs and in the event payments are discontinued, interest shall be applied against any remaining balance at the California post judgment interest rate of 10%; and

1 Except as otherwise set forth herein, the Agreement previously approved,
2 Final Judgment entered by the Court on December 13, 2018 (ECF No. 179), initial
3 Addendum and Order thereon (ECF Nos. 186 & 191), Second Addendum and Order
4 thereon (ECF Nos. 194 & 195), and Third Addendum and Order thereon (ECF Nos.
5 196 & 197) shall remain in full force and effect.

6
7 **IT IS SO ORDERED:**

8
9 Dated: November 19, 2021


The Honorable Jesus G. Bernal
United States District Court Judge

10
11
12
13
14
15 Presented by:

16
17 /s/
18 Peter E. Garrell
19 Counsel for Defendants
20 SANTA BARBARA HOSPITALITY SERVICES, INC.,
21 THE SPEARMINT RHINO COMPANIES WORLDWIDE, INC.,
22 SPEARMINT RHINO CONSULTING WORLDWIDE, INC., and
23 SANTA BARBARA HOSPITALITY SERVICES, LLC
24
25
26
27
28